

3/1/19 FILED
CHEVEL COCHRAN WILSON, CLERK
BY Cherry O'Neal D.C.

IN THE CIRCUIT COURT OF UNION COUNTY, ARKANSAS

STEPHEN E. SLAUGHTER

PLAINTIFF

v.

CASE NO. 70CV-P-73-6

COLUMBIA INSURANCE GROUP

DEFENDANT

CLASS ACTION COMPLAINT

I. INTRODUCTION

1. Stephen Slaughter was driving a 2003 Chevrolet Silverado C1500 truck that was involved in an accident. Slaughter insured the vehicle with Columbia Insurance Group ("CIG"), who declared the vehicle a total loss. After the vehicle was declared a total loss, CIG made a cash settlement of \$5,494.00 using an "AudaExplore Report, generated by Solera, Inc. ("AudaExplore Report"). Similar cars could be found in the surrounding area for values ranging from \$7,900 to \$13,490. CIG uses the AudaExplore Report in adjusting its total loss claims. The AudaExplore Report systematically undervalues the insured's vehicles, resulting in a payment of less than the actual cash value for all total loss claims, saving CIG millions of dollars each year at the expense of its insureds.

2. CIG's use of AudaExplore Report to value total loss claims violates its contracts with its insureds and Arkansas law. CIG is required to calculate actual cash value through either: (a) the cost of a specific, comparable replacement automobile, or (b) using one of two or more quotations obtained from two or more qualified dealers or appraisal services located within the local market area. Instead of following Arkansas law CIG uses the AudaExplore Report to cheat their policyholders and increase their profits. Slaughter brings this suit on behalf of himself and others similarly situated to recover the difference between the actual cash value of his vehicle and what he was paid, punitive damages, costs, and attorneys' fees. Plaintiff also asks the Court to declare that the use of the AudaExplore Report to adjust first-party insurance claims violates Arkansas law and to permanently enjoin its use.

II. PARTIES, JURISDICTION, AND VENUE

3. Plaintiff Stephen Slaughter is a resident and citizen of Union County, Arkansas. At all times relevant to this Complaint, he had a motor vehicle insurance policy with CIG and had a total-loss claim.

4. Defendant CIG is incorporated in Missouri and has its principal place of business in Columbia, Missouri. Further, because this is a direct

action against CIG, it is also a citizen of each state of which Plaintiff and all putative class members are Citizens. 28 U.S.C. § 1332(c)(1). Thus, CIG is also citizen of Arkansas because the Plaintiff and putative class members are citizens of Arkansas.

5. This Court has subject matter jurisdiction pursuant to Ark. Const. amend. 80, § 6 and Ark. Code Ann. § 16-13-201.

6. Venue is proper in this Court because Plaintiff resided in the State of Arkansas at the time, and the class members have filed suit in County at the time of the events giving rise to the cause of action. Ark. Code Ann. § 16-60-101.

III. FACTUAL ALLEGATIONS

7. In December of 2016, Slaughter was driving a 2003 Chevrolet Silverado C1500 truck and was involved in a motor vehicle accident which resulted in substantial damage to his vehicle. Slaughter had an insurance policy with CIG and submitted a claim to his insurer, and received an estimate on or about January 10, 2017.

8. Slaughter's insurance policy with CIG contained a clause providing for the adjustment and settlement of total loss claims based on "actual cash value or replacement with another of like kind or quality."

Upon information and belief, this is CIG's standard automobile insurance policy issued to insureds in the state of Arkansas.

9. CIG used a report from a third-party corporation known as an AudaExplore Report to adjust Slaughter's claim. Solera, Inc. sells automobile valuation information primarily to insurance companies for settling total loss vehicle claims. The AudaExplore Report is sold almost solely to insurance companies, and it is marketed as reducing the costs of total value settlements. Upon information and belief, CIG uses the AudaExplore Report to calculate its offers of all total loss claims.

10. CIG presented the AudaExplore report to Slaughter as representing the "actual cash value" of the vehicle, and, based on the AudaExplore Report, CIG paid \$5,494 to settle the claim. *See AudaExplore Report, attached as Exhibit 1.* Plaintiffs' vehicle, however, was worth more than shown on the AudaExplore Report. A search for identical vehicles for sale in the immediate area showed that a vehicle of similar make, model, mileage, and condition would be listed for values ranging from \$7,900 to \$13,490. *See used cars for sale at nearby dealerships, obtained on February 13, 2019, attached as Exhibit 2.*

11. The AudaExplore Report systematically undervalues vehicles by making a series of arbitrary and unexplained adjustments to the vehicles contained in the report. For instance, the AudexExplore Report bases its estimate on vehicles listed for sale within an approximately 170 mile radius, comparing the price of similar vehicles listed for sale. However, it automatically discounts 7% from the list value of vehicles listed for private sale and 9% from the value of cars sold by a dealership. This serves to immediately lower the cash price paid to covered parties.

12. CIG knows that the AudaExplore Report undervalues vehicles. Despite knowing that the AudaExplore Report undervalues vehicles, CIG continues to use it to determine the amount to pay claimants.

13. Arkansas law requires that CIG, when adjusting or settling first party automobile total losses, either provide a replacement vehicle, provide a cash settlement based on a specific replacement vehicle if one is available in the local market area, or use “one (1) of two (2) or more quotations obtained by the insurer from two (2) or more qualified dealers or appraisal services located within the local market area when a comparable automobile is located in the local market area.” Ark. Ins. Regulation 43, § 10(a)(2). If the insurer deviates from one of those methods, the deviation must be

supported by documentation giving particulars of the automobiles condition, and “[a]ny deductions from such cost, including deduction for salvage, must be measurable, discernable, itemized, and specified as to dollar amount and shall be appropriate in amount.” Ark. Ins. R. 43, § 10(a)(3). Further, “[t]he basis for such settlement shall be fully explained to the first party claimant.” Ark. Ins. R. 43, § 10(a)(3).

14. Solera, Inc., d/b/a AudaExplore Information Services, Inc. is not a qualified dealer or appraisal service located in El Dorado, Arkansas. Neither Solera, Inc. or AudaExplore Information Services, Inc. are registered with the Arkansas Secretary of State to do business in Arkansas, and neither maintain any offices in the state of Arkansas.

15. CIG did not provide documentation about why it needed to deviate from one of the two approved methods for Slaughter’s vehicle, and there was nothing unique about Slaughter’s truck that would justify deviating from the methods approved under Arkansas law.

16. CIG knows or should know that using the AudaExplore Report to determine actual cash value violates Arkansas law. Despite knowing that the practice is unlawful, CIG uses the practices because it saves CIG millions of dollars. CIG can achieve this savings because the cost of obtaining an

appraisal and litigating the value of a property damage claim exceeds the difference in value between the AudaExplore Report and the actual cash value of the vehicle.

IV. CLASS ACTION ALLEGATIONS

17. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.

18. Plaintiff brings this as a class action under Rule 23 of the *Arkansas Rules of Civil Procedure*.

19. Members of the putative class are so numerous that joinder of all such members is impracticable. The exact size of the putative class is unknown, but may be easily determined from records maintained by CIG.

20. There are common questions of law and fact applicable to the putative class with respect to liability, relief, and anticipated affirmative defenses. Common questions of law and fact include:

- a. Whether CIG has a practice of using the AudaExplore Report to determine actual cash value;
- b. Whether Regulation § 43, § 10 is incorporated into the terms of CIG's automobile insurance policies;
- c. Whether CIG's practices violated Regulation 43, § 10;

d. Whether Solera, Inc., d/b/a AudaExplore Information Services, Inc. is a qualified dealer or appraiser in the local market area; and

e. By what percentage does AudaExplore systematically undervalue cars vis a vis their actual cash value;

21. Plaintiff's claims are typical of the putative class. Like all other putative class members, Plaintiff had a total loss automobile claim that was settled and adjusted using the AudaExplore Report.

22. Plaintiff will fairly and adequately protect the interest of the putative class. He has no conflicts with putative class members and has suffered the same injury as members of the putative class.

23. Plaintiff's counsel possesses the requisite resources and experience in class action litigation to adequately represent Plaintiffs in prosecuting the claims here.

24. The questions of law and fact common to Plaintiff and members of the putative class predominate over any question affecting only individual class members. These common questions concerning CIG's wrongdoing must be resolved for all class members.

25. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. CIG engages in a common business practice of using the AudaExplore Report to settle total loss claims, which is alleged to violate Arkansas law, and it is not unfair to require CIG to litigate its business practice on a class-wide basis. Moreover, Class members' individual damage claims are too small to make individual litigation an economically viable alternative. But despite the small size of any one individual's claims standing along, the aggregate value of the practice is substantial.

26. Plaintiff's class claims are appropriate to proceed under the Arkansas Deceptive Trade Practices Act. Act 986 of 2017 - which purports to prohibit most private class actions under the Act - is an unconstitutional intrusion into the Arkansas Supreme Court's exclusive authority to "prescribe the rules of pleading, practice and procedure for all courts." Ark. Const. Amend. 80, § 3; *see also Johnson v. Rockwell Automation*, 2009 Ark. 241, 308 S.W.3d 135 (holding two provisions of Arkansas Civil Justice Reform Act were unconstitutional); *Summerville v. Thrower*, 369 Ark. 231, 253 S.W.3d 415 (2007) (holding statute requiring reasonable cause affidavit was unconstitutional); *Weidrick v. Arnold*, 310 Ark. 138, 835 S.W.2d 843 (1992)

(holding statute requiring 60-day notice before filing medical malpractice claim was unconstitutional).

V. CAUSES OF ACTION

COUNT I: ARKANSAS DECEPTIVE TRADE PRACTICES ACT

27. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.

28. Arkansas law requires that an insurer settle total loss automobile claims by providing the insured with enough money to purchase a specific comparable replacement vehicle in the local market area, or, if no comparable vehicle is available, using one of two or more quotations from a local dealer or appraiser. Ark. Ins. R. 43, § 10.

29. CIG settles total loss automobile claims by relying on the AudaExplore Report, even though Solera, Inc. d/b/a AudaExplore Information Services, Inc. is not a local dealer or appraiser and even though the report does not provide the insured with sufficient funds to purchase a comparable replacement automobile.

30. CIG engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade when it used the AudaExplore Report to settle Plaintiff's total loss claim. CIG also used the same

unconscionable, false, or deceptive act or practice in using the AudaExplore Report to settle all of its total loss claims in Arkansas.

31. Defendant's conduct proximately caused damage to Plaintiff and putative class members. Plaintiff and putative class members seek compensatory damages in an amount equal to the difference between the amount paid to them to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

32. CIG knew or ought to have known that their conduct would result in injury to Plaintiff and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiff and putative class members are entitled to punitive damages.

33. Plaintiff and the putative class members are entitled to an award of attorneys' fees, costs, and expenses in bringing their Deceptive Trade Practices Act claim.

COUNT II: FRAUD IN THE INDUCEMENT

34. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.

35. CIG falsely represented that the amount in the AudaExplore Report represented the actual cash value of Slaughter's automobile. CIG made the same false representation to every other putative class member.

36. CIG knew that its representation was false. First, CIG knew that Arkansas law requires that an insurer use one of the methods identified in Regulation 43 to determine actual cash value and that the AudaExplore Report was not a permissible method. Further, CIG knew that the AudaExplore Report systematically generated valuations that were lower than the "actual cash value" that would have resulted had it obtained a valuation from a qualified local dealer or appraiser as required by Arkansas law.

37. CIG intended to induce and coerce Plaintiff and putative class members into settling their total loss claims for less than they would have if CIG had complied with Arkansas law and obtained a quotation from a qualified dealer or appraiser located in the local market area.

38. Plaintiff and putative class members justifiably relied on CIG's representation about the actual cash value. Indeed, because the misrepresentation goes to a material matter, reliance is presumed. *Manhattan Credit Co. v. Burns*, 230 Ark. 418, 323 S.W.2d 206 (1959) ("[R]eliance is to be

presumed when, as here, the misrepresentation goes to a material matter."); *Pickering v. Garrison*, 2009 Ark. App. 107, at *13 ("Reliance is presumed when the misrepresentation goes to a material matter.").

39. CIG's conduct proximately caused damages. Plaintiff and putative class members suffered damages in an amount equal to the difference between the amount paid to them to settle their total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

40. Defendant knew or ought to have known that its conduct would result in injury to Plaintiff and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiff and putative class members are entitled to punitive damages.

COUNT III: BAD FAITH

41. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.

42. CIG acted in bad faith to avoid liability under its policy issued to Slaughter. CIG knew that its method of settling total loss claims violated Arkansas law and would result in a lower payment to Slaughter than if CIG would have obtained a quotation from a qualified local dealer or appraiser.

Despite this knowledge, CIG fraudulently presented the AudaExplore Report to Slaughter as representing the "actual cash value" of his vehicle.

43. CIG did more than merely refuse to pay a claim. CIG intentionally violated Arkansas law to save itself money at the expense of its insured. CIG's conduct was dishonest and oppressive, and was carried out with a state of mind characterized by contempt for its insureds.

44. CIG's conduct proximately caused damages. Plaintiff and putative class members suffered damages in an amount equal to the difference between the amount paid to them to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

45. Defendants knew or ought to have known that their conduct would result in injury to Plaintiff and putative class members and it continued in such conduct in reckless disregard of the consequences. As a result, Plaintiff and putative class members are entitled to punitive damages.

COUNT IV: BREACH OF CONTRACT

46. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.

47. Slaughter and CIG entered into a contract. Among other things, the policy provides for the adjustment and settlement of total losses based on "actual cash value or replacement with another of like kind or quality."

48. Arkansas law requires that CIG either provide a replacement vehicle, provide a cash settlement based on a specific replacement vehicle if one is available in the local market area, or use "one (1) of two (2) or more quotations obtained by the insurer from two (2) or more qualified dealers or appraisal services located within the local market area when a comparable automobile is located in the local market area." Ark. Ins. Regulation 43, § 10(a)(2). If the insurer deviates from this method, it must provide documentation for the deviation, including giving particulars of the automobile's condition, and "[a]ny deductions from such cost, including deduction for salvage, must be measurable, discernable, itemized, and specified as to dollar amount and shall be appropriate in amount." Ark. Ins. R. 43, § 10(a)(3). Further, "[t]he basis for such settlement shall be fully explained to the first party claimant." Ark. Ins. R. 43, § 10(a)(3). The provisions of Ark. Ins. R. 43 are incorporated into the insurance contract as a matter of law. *See First Sec. Bank v. John Doe 1, 2, & 3*, 297 Ark. 254, 257, 760 S.W.2d 863, 865 (1988).

49. Slaughter and putative class members did what the contract required of them.

50. CIG breached the contracts by using the AudaExplore Report instead of using the methods required by Arkansas law.

51. As a result of CIG's breach of contract, Plaintiff and putative class members suffered damages in an amount equal to the difference between the amount paid to them to settle total loss claims and the actual cash value of their vehicle computed as required by Arkansas law.

VI. JURY DEMAND & PRAYER FOR RELIEF

52. Plaintiff incorporates by reference the preceding paragraphs as if they were fully set forth herein.

53. Article 2, § 7 of the Arkansas Constitution provides that "The right of trial by jury shall remain inviolate, and shall extend to all cases at law, without regard to the amount in controversy[.]" Further, Article 2, § 13 also guarantees every person a "remedy in the laws for all injuries or wrongs . . ." Plaintiff demands a remedy in the laws for all injuries and wrongs alleged, and a trial by jury on all issues so triable.

54. WHEREFORE, Plaintiff respectfully requests this Court:

a. Certify a class defined as:

All individuals insured by CIG under a policy issued or effective in Arkansas who: (a) had a total loss claim with CIG; (b) that received a settlement calculated using AudaExplore Report; (c) during the period from February 28, 2014 to the present.

b. Appoint Stephen Slaughter as class representative;

c. Appoint Holleman & Associates, P.A. as class counsel;

d. Declare that CIG's practice of using the AudaExplore

Report to settle total loss claims violates Arkansas law;

e. Enjoin CIG from using the AudaExplore Report to settle future total loss claims in the state of Arkansas;

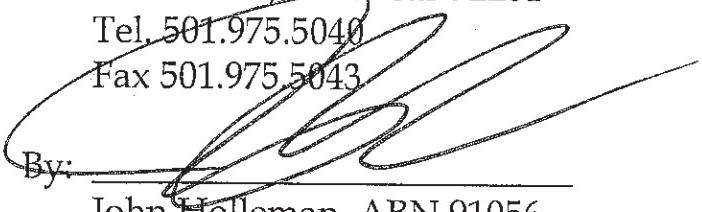
f. Award him compensatory damages in an amount equal to the difference between the actual cash value of his vehicle and the amount CIG paid;

g. Award him punitive damages in an amount sufficient to punish CIG for its wrongdoing and to deter others from engaging in similar wrongdoing;

- h. Award Plaintiffs all recoverable costs, expenses, and attorneys' fees incurred in prosecuting this action, together with all applicable interest; and
- i. Grant Plaintiffs all such further relief deemed just and appropriate.

Respectfully Submitted,

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AudaExplore

Autosource

Market-Driven Valuation™

Administrative Data

Denise Welch	Claimant
Columbia Insurance Group	Insured Slaughter, Stephen
Missouri Branch	Claim 16310749
2120 White Gate Drive	Loss Date 12/21/2016
Columbia MO 65205	Loss Type Collision
	Policy AUAR00000555506
	Other

VINSOURCE Analysis

VIN 1GCEC14X13Z304318
 Decodes as 2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab
 Accuracy Decodes Correctly
 History No activity was reported

Recall Bulletins

Nat'l. Highway Traffic Safety Admin (US) has issued a total of 2 recall bulletins that may apply to this vehicle.

NHTSA ID Number 04V045

Date Issued 02/01/04

Quantity Affected 68,875

Dates Of Manufacture May - June 2003

Noncompliance Certain sport utility vehicles, pickup trucks, and passenger vans fail to comply with the requirements of Federal Motor Vehicle Safety Standard No. 135, "Passenger Car Brake Systems." Some of these vehicles were produced with an out-of-specification brake hydro-boost housing relief valve bore. Consequently, the valve O-ring seal may fracture. Steering efforts may be slightly increased while braking or parking. Under certain driving conditions, a fractured seal may also require an increase in the applied brake pedal effort to achieve the same vehicle deceleration.

Remedy Dealers are to replace the hydro-boost relief valve. The manufacturer has reported that owner notification is expected to begin during the second quarter of 2004. Owners may contact Cadillac at 1-866-982-2339; Chevrolet at 1-800-630-2438; GMC at 1-866-996-9463; or Hummer at 1-866-486-6376.

NHTSA ID Number 04V129

Date Issued 03/01/04

Quantity Affected 3,662,211

Dates Of Manufacture October 1999 - November 2003

Defect On certain pickup trucks and sport utility vehicles, the galvanized steel tailgate support cables that retain the tailgate in the full open (horizontal) position may corrode, weaken, and eventually fracture. If both cables fractured, the tailgate would suddenly drop and strike the top surface of the rear bumper, anyone sitting or standing on the horizontal surface of the tailgate when both cables fractured could be injured by falling from the tailgate. On vehicles that have had the

EXHIBIT

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Tables

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

bumper removed, the tailgate may drop even lower. Additionally, if there is cargo on the tailgate the cargo may fall off if the support cables fracture.

Remedy Dealers will replace the cables. The manufacturer has reported that owner notification is expected to begin during the third quarter of 2004. Owners may contact Chevrolet at 1-800-630-2438; Cadillac at 1-866-982-2339; or GMC at 1-866-966-9463.

Valuation Detail

	Typical Vehicle	Your Vehicle	Adjustment
Vehicle Base Price	El Dorado Market		\$6,108
Engine	8 Cylinder 4.8 Engine	6 Cylinder 4.3 Engine	-95
Body Condition	Moderate Damage	Prior Damage	-519
Market Driven Value		\$5,494	
		Deductible	-500.00
		Net Adjusted Market Value	\$4,994.00

Vehicle Description**VIN: 1GCEC14X13Z304318**

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

164,560 Miles Actual

6cyl Gasoline 4.3

4 Speed Automatic

Interior	Air Conditioning Split Front Bench Seat Overhead Console Velour/Cloth Seats Tilt Steering Wheel	Alarm System Intermittent Wipers Power Door Locks Leather Steering Wheel	Cruise Control Lighted Entry System Power Windows Tachometer
Exterior	Rear Window Defroster Chrome Step Bumper Chrome Steel Wheels	Keyless Entry System Tinted Glass	Heated Power Mirrors Trailer Hitch
Mechanical	Power Brakes	Power Steering	
Safety	Automatic Dimming Mirror	Dual Airbags	Anti-Lock Brakes
Entertainment	AM/FM CD Player		
Packages	LS Package		
Trim Levels	Work Truck, STD, *LS		* Indicates your trim level

A detailed description of your vehicle was provided to Autosource by a trained appraiser. Contact Columbia Insurance Group if revisions are necessary.

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

Vehicle Condition

Seats	Moderate Wear
Carpets	Minor Wear
Int Trim	Minor Damage
Glass	Good
Headliner	Good
Body	Prior Damage: \$519
Paint	Moderate Damage
Ext Trim	Minor Damage
Engine	Minor Wear
Transmission	Minor Wear
Front Tires	Good
Rear Tires	Good

Valuation Notes

- o Loss vehicle description was provided by Columbia Insurance Group
- o Adjustments of Special Note
 - Loss vehicle was reported to have:
 - \$519 in prior damage on Body described as Prior Damage.
 - A mileage adjustment of 1.50 cents per mile/kilometer has been applied. This adjustment is based on the vehicle year, vehicle category and market area. Mileage adjustments are capped at 40% of the vehicle's starting value.
 - Typical mileage for this 2003 Chevrolet Silverado C1500 in Arkansas is 164,560.
 - No special adjustments were made for this vehicle.
 - All values are in U.S. dollars.
- o Autosource Valuation Process
 - Over 5,000,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
 - The originating search area for this valuation was El Dorado, Arkansas.
- o Other Adjustments or Comments
 - There is no tax for the given zip code of 71730.

Typical Condition Statement

Odometer, equipment, trim level and condition must all be carefully considered on this vehicle. The vehicle's typical mileage and condition is based on comparison of dealer and private party vehicles of the same year, vehicle type and state/province. The average miles driven for this vehicle is 164,560. Numerous descriptions have been described within each condition sub-category rating and are separated by a period. Each description is meant to be independent, but can also be interpreted as an "and/or" statement.

	Condition	Description
INTERIOR		
Seats	Moderate Wear	Seating surfaces split or cracked. 1 tear greater than 1 credit card. 4 or more burn marks or holes smaller than a dime. Considerable wear. Side panel seat padding flat. Portion of seams separated. Extreme odor or smoke damage that can't be removed with detail. Considerable fading or discoloration. Considerable sun or weather damage. Mold that can't be removed with a detail.
Carpets	Minor Wear	Slight stains. Slight wear, usually under pedals. Light fading. 1-3 burn marks or holes smaller than a dime. 1 tear smaller than a credit card. Molded inserts in carpet are cracked or have slight separation. Mold that can be removed with detail.

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

Condition	Description
Int Trim Minor Damage	Slight discoloration or wear. Slight scuffs or scratches. 1-3 burn marks or holes smaller than a dime. 1 crack no greater than 1 credit card in size. 1-2 control knobs or switches missing. 1-2 gauges or control switches not working. Cracked speaker covers. Mold that can be removed with detail.
Glass Good	No obvious damage. Numerous small pits. Light scratches visible on close inspection.
Headliner Good	No damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
EXTERIOR	
Body Moderate Damage	Small dents or a dent greater than 1 credit card in size up to the size of the Condition Book. Surface rust on one or more panels. Small isolated spot or spots rusted through less than 1 credit card in size. Considerable hail damage, including repairable hail damage. Poor quality repairs on 1-2 panels.
Paint Moderate Damage	Visible oxidation or fading. Discoloration that can't be buffed out. More than 3 scrapes or large scratches up to 6 credit cards in length or diameter. Extensive chipping. Checking on 3 or more panels. 1 primer area. Obvious mismatched paint on 1 panel. Poor quality complete vehicle repaint.
Ext Trim Minor Damage	Slight impact damage. Slight scratches to chrome or bumper covers. Discoloration in color-keyed sections including molding and lenses. Tear or gouge in cladding no greater than 1 credit card in size. Slight cracks in 1-2 lens covers. One emblem missing. Slight rust, oxidation or corrosion on 1-2 items. Slight scrapes or marks on wheels or wheel covers. 1 mismatched wheel. Hub cap or wheel cover missing.
MECHANICAL	
Engine Minor Wear	Belts or accessories show slight wear or corrosion. Slight oil or fluid seepage around gaskets or covers. Poor fitting aftermarket cosmetic components.
Transmission Minor Wear	Obvious oil seepage around any of the following: transmission housing, transaxle, differential, transfer case. Recommended maintenance may not have been performed.
TIRES	
Front Tires Good	Tires are in good condition. 30-79% of tread remains.
Rear Tires Good	Tires are in good condition. 30-79% of tread remains.

Having a clean, well maintained vehicle will add to its market value. Prior body damage, rust, extensive interior damage or mechanical problems will all decrease the market value of this vehicle.

Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 71730, as determined by the vehicle owner's principally garaged area. Autosource located 31, 2003 Chevrolet Silverado C1500 vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 31 comparable vehicles is \$208,079 for an average price of \$6,712.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2003 Chevrolet Silverado C1500, the difference between the asking price and selling price is generally 9%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's mileage, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. A mileage adjustment of 1.50 cents per mile has been applied.

Taking into consideration the vehicle specifics, the fair market value is \$5,494.

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

1	2003 Chevrolet Silverado C1500 2WD Standard Cab	1GCEC14X43Z134228	\$4,343
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Stock# T8049B. 219,562 Miles. 6 Cylinder 4.3 Engine, Automatic Transmission, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Split Front Bench Seat, Intermittent Wipers, Keyless Entry System, Power Brakes, Power Steering, Chrome Step Bumper, XM Satellite Radio, Tachometer, Tinted Glass, Tilt Steering Wheel, Overdrive.

Offered for sale by Ryan Auto Group in Monroe, LA, (318) 387-2222. Vehicle information by *Leading Internet Auto Site on 10/10/16.

The advertised price of \$4,553 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-430).

2	2003 Chevrolet Silverado C1500 2WD Standard Cab	\$4,432
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Mileage Not Advertised. 8 Cylinder 5.3 Engine, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Split Front Bench Seat, Intermittent Wipers, Power Brakes, Power Steering, Chrome Step Bumper, Tachometer, Tinted Glass, Tilt Steering Wheel.

Offered for sale by a private seller in Monroe, LA, (318) 355-8036. Vehicle information by Thrifty Nickel Ads on 11/07/16. VIN Not Advertised.

The advertised price of \$4,650 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-438).

3	2003 Chevrolet Silverado C1500 2WD	\$3,385
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200,000 Miles. Air Conditioning, Dual Airbags, Anti-Lock Brakes, Split Front Bench Seat, Intermittent Wipers, Power Brakes, Power Steering, Power Windows, Chrome Step Bumper, Tachometer, Tinted Glass, Tilt Steering Wheel.

Offered for sale by a private seller in Pine Bluff, AR, (870) 489-0614. Vehicle information by Arkansas Democrat-Gazette on 09/26/16. VIN Not Advertised.

The advertised price of \$3,500 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-335).

4	2003 Chevrolet Silverado C1500 2WD Standard Cab	1GCEC14X83Z105444	\$6,070
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Stock# 105444. 168,283 Miles. 6 Cylinder 4.3 Engine, Manual Transmission, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Split Front Bench Seat, Intermittent Wipers, Power Brakes, Power Steering, Chrome Step Bumper, XM Satellite Radio, Tachometer, Tinted Glass, Tilt Steering Wheel, Shift Knob, Spare Wheel.

Offered for sale by Jimmy Grandier Used Cars in Shreveport, LA, (318) 861-5113. Vehicle information by Cars.com on 08/29/16.

The advertised price of \$6,450 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-600).

5	2003 Chevrolet Silverado C1500 2WD Standard Cab	\$4,568
---	--------------------------------------------------------	----------------

189,000 Miles. 6 Cylinder 4.3 Engine, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Split Front Bench Seat, Intermittent Wipers, Power Brakes, Power Steering, Chrome Step Bumper, Velour/Cloth Seats, Tachometer, Tinted Glass, Tilt Steering Wheel.

Offered for sale by a private seller in Little Rock, AR, (501) 519-7653. Vehicle information by Arkansas Democrat-Gazette on 10/28/16. VIN Not Advertised.

The advertised price of \$4,800 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-452).

6	2003 Chevrolet Silverado C1500 2WD Standard Cab	\$3,840
---	--------------------------------------------------------	----------------

Mileage Not Advertised. 6 Cylinder 4.3 Engine, Automatic Transmission, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Split Front Bench Seat, Intermittent Wipers, Power Brakes, Power Steering, Chrome Step Bumper, Tachometer, Tinted Glass, Tilt Steering Wheel.

Offered for sale by a private seller in Longview, TX, (903) 238-3042. Vehicle information by Longview News - Journal on 11/21/16. VIN Not Advertised.

The advertised price of \$4,000 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-380).

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

7 2003 Chevrolet Silverado C1500 2WD Standard Cab 1GCEC14T33Z301627 \$6,566

Stock# P08243D. 182,540 Miles. 8 Cylinder 5.3 Engine, Automatic Transmission, Automatic Dimming Mirror, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Split Front Bench Seat, Intermittent Wipers, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Chrome Step Bumper, Velour/Cloth Seats, Leather Steering Wheel, Tachometer, Tinted Glass, Tilt Steering Wheel, RADIO DATA SYSTEM, Shift Knob.

Offered for sale by James Hodge Dodge Chrysler in Broken Bow, OK, (580) 584-9151. Vehicle information by Cars.com on 12/05/16.

The advertised price of \$6,995 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-649).

8 2003 Chevrolet Silverado C1500 2WD Standard Cab 1GCEC14V33Z259557 \$6,115

Stock# 9FB28893A. 190,840 Miles. 8 Cylinder 4.8 Engine, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Split Front Bench Seat, Intermittent Wipers, Power Brakes, Power Steering, Chrome Step Bumper, Tachometer, Tinted Glass, Tilt Steering Wheel, Overdrive, Assist Handle, Cigarette Lighter(s).

Offered for sale by W & W Ford in Searcy, AR, (501) 268-7633. Vehicle information by *Leading Internet Auto Site on 12/12/16.

The advertised price of \$6,500 was adjusted to account for differences in vehicle description (\$220) and typical negotiation (\$-605).

Original Equipment Guide

Engine Options		Transmission Options	
* 6 Cylinder 4.3 Engine	STD	5 Speed Manual	STD
8 Cylinder 4.8 Engine	\$695	* 4 Speed Automatic	\$1,095
8 Cylinder 5.3 Engine	\$1,495		
8 Cylinder 5.3 FLEX Engine	\$1,495		
Other Optional Equipment		Power Accessories	
* Anti-Lock Brakes	STD	* Heated Power Mirrors	STD
Auto Adjust Suspension	\$420	Power Drivers Seat	\$240
Auxiliary Battery	\$135	Heated Pwr Camper Mirrors	\$238
Bed Rails	\$119	* Power Brakes	STD
Bed Extender	\$210	* Power Door Locks	STD
* Chrome Step Bumper	STD	* Power Steering	STD
* Dual Airbags	STD	* Power Windows	STD
Fog Lights	\$140		
Heavy Duty Cooling	\$95		
Heavy Duty Suspension	\$95		
* Intermittent Wipers	STD		
* Keyless Entry System	STD		
Limited Slip Differential	\$295		
* Lighted Entry System	STD		
* Leather Steering Wheel	STD		
* Overhead Console	STD		
OnStar System	\$695		
Side Steps	\$389		
* Tachometer	STD		
Traction Control System	\$225		
Tutone Paint	\$250		
* Tinted Glass	STD		
Camper/Towing Package	\$310		
Seat Options		Convenience Options	
		* Air Conditioning	STD
		* Automatic Dimming Mirror	STD
		* Cruise Control	STD
		* Rear Window Defroster	STD
		Strg Wheel Radio Control	\$125
		* Tilt Steering Wheel	STD
Radio/Phone/Alarm Options		Seat Options	
		* Alarm System	STD
		* AM/FM CD Player	STD
		Compact Disc W/Tape	\$100
		AM/FM Stereo Tape	
		XM Satellite Radio	\$325

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

		Wheel Options	
Tubular Side Steps	\$425	Aluminum/Alloy Wheels	\$200
		* Chrome Steel Wheels	STD
Option Packages			
* LS Package	STD	Base retail price	\$23,215
Loss Vehicle manufacturer's suggested retail price as reported		<b">\$24,310</b">	

Editions available for the same body style (in order of original cost, increasing): Work Truck, STD, *LS

* Indicates loss vehicle equipment.

Vehicle Locator Service

After your claim is settled, Autosource provides free assistance in locating your next vehicle. Your request can be submitted online 24hrs. per day at <http://www.support.audatex.us>. Under Additional Services click the Autosource Vehicle Locator Service Form link to complete the VLS form. Or you can call us Monday through Friday, between 8:00 AM and 5:00 PM, Pacific time at (800)351-3133, ext 7428. Our specialists will work with you to find a new or used vehicle in your area.

Loss Vehicle Valuation

Autosource has been chosen by **Columbia Insurance Group** to assist in establishing a fair and reasonable market value for your vehicle. We are proud to offer you the most current and comprehensive automotive valuations available today.

Your vehicle was inspected and/or described to Autosource by a trained representative of Columbia Insurance Group. Autosource has evaluated all aspects of your vehicle provided by Columbia Insurance Group as well as those features identified by the Vehicle Identification Number (VIN) or known to be standard equipment for your vehicle.

The market value of your vehicle is determined by comparing it to other vehicles in your area of similar make, model, equipment, mileage and condition that have been offered for sale or sold. The sources for this comparison include new and used car dealers, newspapers, traders, specialty journals and the Internet. Our exclusive Dealer Access program provides us with electronic inventories from thousands of affiliated dealers in North America.

Each week, over **5,000,000 vehicles** are listed from these sources, representing over 100,000 dealerships and 3400 publications, making our database the largest in the industry. We utilize the industry's largest electronic network and leading edge technology to provide you with the most current inspected, surveyed or advertised market data. We will find the closest vehicle matches in the area nearest your home.

About Your Valuation

This report contains proprietary information of AudaExplore and third parties and shall not be disclosed to any third party (other than the insured or claimant) without AudaExplore's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

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Arkansas Regulatory Statement

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

2003 Chevrolet Silverado C1500 LS 2WD Long Bed Standard Cab

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2/13/2019

Used Chevrolet Silverado 1500 Vehicles for Sale near Little Rock, AR 72201 | Kelley Blue Book

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tables*

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Advertisement

Used Chevrolet Silverado 1500 for Sale in Little Rock, AR

[Reset all](#)

12 cars found within 150 miles

of Little Rock, AR 72201

Cars per page: 25

Vehicle TypeNew Used

Certified Pre-Owned

Distance

150 miles

Price Range

\$0

to

No limit

What can I afford?

Model Years

2001 to 2005

Make

Chevrolet

Model

Silverado 1500

Mileage

Any

Used 2005 Chevrolet Silverado 1500 4x4 Extended Cab



\$13,489

Mileage: 137,851

Exterior: White

Interior: Beige

City Auto - Memphis
138 miles away

Used 2003 Chevrolet Silverado 1500 2WD Extended Cab



\$13,490

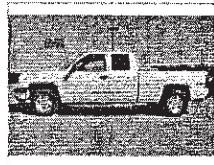
Mileage: 56,511

Exterior: Red

Interior: Gray

City Auto - Memphis
138 miles away

Used 2003 Chevrolet Silverado 1500 4x4 Extended Cab



\$7,900

Mileage: 238,000

Exterior: Summit White

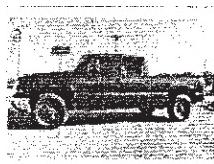
Interior: Medium Gray

Satterfield Motor Co
13 miles away

32

Advertisement

Used 2001 Chevrolet Silverado 1500 LT



\$8,900

Mileage: 294,850

Satterfield Motor Co
13 miles away

28

2/13/2019

Used Chevrolet Silverado 1500 Vehicles for Sale near Little Rock, AR 72201 | Kelley Blue Book

Body Style

- | | |
|-----------------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Sedan | <input type="checkbox"/> Wagon |
| <input checked="" type="checkbox"/> SUV | <input type="checkbox"/> Coupe |
| <input checked="" type="checkbox"/> Hatchback | <input type="checkbox"/> Convertible |
| <input checked="" type="checkbox"/> Truck | <input type="checkbox"/> Van |

Engine

- | | |
|------------------------------------------------|------------------------------------------------|
| <input checked="" type="checkbox"/> 3 Cylinder | <input type="checkbox"/> 4 Cylinder |
| <input checked="" type="checkbox"/> 5 Cylinder | <input checked="" type="checkbox"/> 6 Cylinder |
| <input checked="" type="checkbox"/> 8 Cylinder | <input type="checkbox"/> 10 Cylinder |
| <input type="checkbox"/> 12 Cylinder | |

Transmission

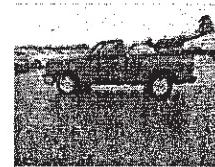
- | | |
|-----------------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> Automatic | <input type="checkbox"/> Manual |
|-----------------------------------------------|---------------------------------|

Fuel

- | |
|----------------------------------------------|
| <input type="checkbox"/> Natural Gas |
| <input checked="" type="checkbox"/> Gasoline |
| <input type="checkbox"/> Electric |
| <input type="checkbox"/> Hybrid |
| <input type="checkbox"/> Flexible Fuel |
| <input type="checkbox"/> Diesel |

Color

- | | | |
|-----------------------------------------|--------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Beige | <input checked="" type="checkbox"/> Black | <input type="checkbox"/> Blue |
| <input type="checkbox"/> Brown | <input type="checkbox"/> Burgundy | |
| <input type="checkbox"/> Charcoal | <input type="checkbox"/> Gold | <input checked="" type="checkbox"/> Gray |
| <input type="checkbox"/> Green | <input type="checkbox"/> Off White | |
| <input type="checkbox"/> Orange | <input type="checkbox"/> Pink | <input type="checkbox"/> Purple |
| <input checked="" type="checkbox"/> Red | <input checked="" type="checkbox"/> Silver | <input type="checkbox"/> Tan |
| <input type="checkbox"/> Turquoise | <input checked="" type="checkbox"/> White | |

Used 2005 Chevrolet Silverado 1500 2WD Regular Cab

\$12,500

Mileage: 55,199

Exterior: Red

Interior: Gray

11

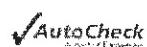
Hill's Auto Sales
114 miles away**Used 2001 Chevrolet Silverado 1500 LS**

\$10,000

Mileage: 116,802

Exterior: Summit White

Interior: Graphite


 Vehicle History
Stanley Wood Chevrolet Buick
GMC Cadillac
76 miles away

1

Used 2005 Chevrolet Silverado 1500 LT

\$5,900

Mileage: 168,000

Exterior: White

Interior: Tan

Private Seller
141 miles away

13

Used 2002 Chevrolet Silverado 1500 LS

\$N/A

Mileage: 178,057

Exterior: Summit White

Interior: Graphite

Mark McLarty Ford Lincoln
5 miles away**Used 2001 Chevrolet Silverado 1500 4x4 Crew Cab HD**

\$9,500

Mileage: 208,881

Exterior: Pewter

Interior: Black

Oakley Auto World
148 miles away

1

Used 2003 Chevrolet Silverado 1500 LS

\$N/A

Mileage: 198,215

Exterior: White

Interior: Whi

Smart Ford
41 miles away

2/13/2019

Used Chevrolet Silverado 1500 Vehicles for Sale near Little Rock, AR 72201 | Kelley Blue Book

Yellow

Used 2001 Chevrolet Silverado 1500 LT

\$N/A

Mileage: 178,612

Exterior: Light Pewter Metal...

Interior: Medium Gray

Whitson Morgan Pre-Owned
59 miles away**Seller Type** Private Party Dealer**Vehicle Background** Clean Title No Accidents One Owner**Accelerate****Accelerate**
My Deal Only show Accelerate cars**Keyword**

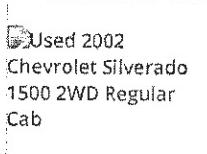
🔍

Used 2002 Chevrolet Silverado 1500 2WD Regular Cab

\$N/A

Mileage: 287,007

Exterior: White

Petrus Chevrolet Buick
Cadillac GMC
45 miles away

Similar Cars to Consider

Used 2016 Chevrolet Silverado 1500 4x4...

\$28,995 (New Listing)

Mileage: 37,665

Exterior: Black

Phil Wright Autoplex4.8

58 miles away

844-567-5948

[View website](#)

Sponsored

<p>1995 Used Chevrolet Silverado 1500 2WD Regular Cab \$4,995 Mileage: 189,558 58 miles away</p>	<p>2017 Used Chevrolet Silverado 1500 LT \$31,141 Mileage: 45,685 58 miles away</p>	<p>2012 Used Chevrolet Silverado 1500 2WD Crew Cab LT \$15,995 Mileage: 122,657 58 miles away</p>
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- Scott, AR cars for sale
- Mabelvale, AR cars for sale
- Jacksonville, AR cars for sale
- Little Rock Air Force Base, AR cars for sale
- Alexander, AR cars for sale
- Hensley, AR cars for sale

By Make

- Subaru Vehicles Little Rock, AR
- Jeep Vehicles Little Rock, AR
- Hyundai Vehicles Little Rock, AR
- Chevrolet Vehicles Little Rock, AR
- Nissan Vehicles Little Rock, AR
- Kia Vehicles Little Rock, AR
- Dodge Vehicles Little Rock, AR
- Honda Vehicles Little Rock, AR
- Toyota Vehicles Little Rock, AR
- Ford Vehicles Little Rock, AR
- RAM Vehicles Little Rock, AR
- Volkswagen Vehicles Little Rock, AR

By Model

- Chevrolet TrailBlazer EXT near Little Rock, AR
- Chevrolet TrailBlazer near Little Rock, AR
- Chevrolet Malibu near Little Rock, AR
- Chevrolet Spark near Little Rock, AR
- Chevrolet Impala near Little Rock, AR
- Chevrolet Colorado near Little Rock, AR
- Chevrolet Express 3500 near Little Rock, AR
- Chevrolet Camaro near Little Rock, AR
- Chevrolet Cobalt near Little Rock, AR
- Chevrolet Tracker near Little Rock, AR
- Chevrolet Volt near Little Rock, AR
- Chevrolet Silverado 3500 near Little Rock, AR

Popular Vehicles

- Hyundai Sonata near Little Rock, AR
- Ford F250 near Little Rock, AR
- Kia Forte near Little Rock, AR
- Subaru Impreza near Little Rock, AR
- Honda Accord near Little Rock, AR
- Chevrolet Malibu near Little Rock, AR
- Volkswagen Jetta near Little Rock, AR
- RAM 1500 near Little Rock, AR
- Ford Escape near Little Rock, AR
- Kia Optima near Little Rock, AR
- Honda CR-V near Little Rock, AR
- Toyota RAV4 near Little Rock, AR

2/13/2019

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